

INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

DeSoto County, a political subdivision of the State of Florida (COUNTY)

This Interlocal Agreement (“Agreement”), entered into this _____ day of _____, 2026, pursuant to and in compliance with the “Florida Interlocal Cooperation Act of 1969,” Section 163.01, Florida Statutes (referred to herein as “the Act”), by the Central Florida Regional Planning Council (referred to herein as the “COUNCIL”), a Florida state agency existing and operating pursuant to the “Florida Regional Planning Council Act,” Sections 186.501-186.513, Florida Statutes, and DeSoto County, a political subdivision of the State of Florida, (referred to herein as the “COUNTY”). The COUNCIL and the COUNTY shall collectively be referred to herein as “PARTIES”.

BACKGROUND

The COUNTY desires to engage the COUNCIL to provide all work and professional planning services (collectively, the “Services”) necessary to deliver the Small Quantity Generators of Hazardous Waste Assessment. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such Services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY contracts with the COUNCIL to provide the Services described and required under this Agreement.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fixed fee of \$9,930.00 (nine thousand and nine hundred and thirty dollars) annually for a period of three years with a three-year total of \$29,790.00. The parties may, by written agreement, renew the term of this Agreement for an additional two-year renewal term , through August 31, 2030, for a fee to be negotiated and agreed to by both parties. Payment shall be made each year in one (1) installment upon completion of the SQG assessment to correspond with the

required deliverables to the Florida Division of Environmental Protection due by June 30 each year for the initial three-year term . The fixed fee invoice will be payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

Deliverable	Deliverable Date	Deliverable Cost
1	June 30, 2026	\$ 9,930.00
2	June 30, 2027	\$ 9,930.00
3	June 30, 2028	\$ 9,930.00
Optional 4	June 30, 2029	To be negotiated
Optional 5	June 30, 2030	To be negotiated

All fees and payments for Services in addition to those stated in the Scope of Work shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be completed annually by June 30, and this Agreement will terminate on August 31, 2028. The parties have the option to renew the Agreement for an additional two-year term through August 31, 2030, as agreed by both parties by written instrument.

V. MODIFICATION OF AGREEMENT

- A. Either Party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds payable under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. To be effective any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. Either Party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. In the event the Agreement is terminated COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an

amount in excess of the cost of each Deliverable as stated in Section III above. Upon receipt of the termination payment, the COUNCIL shall deliver all work products to the COUNTY as stated in Section X.

VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

- A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. This Agreement shall be governed in all respect by the laws of the State of Florida and any legal action by either party against the other concerning this Agreement shall be filed in DeSoto County, Florida, which shall be deemed proper jurisdiction and venue for the action.

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.
- B. The COUNCIL shall continuously staff the work necessary to perform the Services with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request by the COUNCIL, and to the extent permitted by all applicable laws, rules, and regulations, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all works products shall become the property of the COUNTY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. NOTICE AND CONTACT

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

- A. The representative of the COUNTY responsible for the administration of this Agreement is:

Mr. Dennis O'Hara
Emergency Management Director
DeSoto County Emergency Management
2200 NE Roan Street
Arcadia, FL 34266
Phone: 863-993-4831
E-Mail: d.o'hara@desotobocc.com

- B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury
Executive Director
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830
Phone: (863) 534-7130, ext. 178
Fax: (863) 534-7138
E-Mail: jcodosalisbury@cfrpc.org

- C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

XIII. TERMS AND CONDITIONS

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. PUBLIC RECORDS

- A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- a. keep and maintain public records required by COUNTY to perform the services required under this Agreement;
- b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and
- d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

B. IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**PUBLIC RECORDS CUSTODIAN
DESOTO COUNTY BOARD OF COUNTY
COMMISSIONERS
ADMINISTRATION BUILDING
201 EAST OAK STREET, SUITE 201
ARCADIA, FLORIDA 34266
TELEPHONE: (863) 993-4880
EMAIL: S.ALTMAN@DESOTOBCC.COM**

XV. EFFECTIVE DATE.

The “Effective Date” of this Agreement will be upon full execution of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the respective dates under each Party's signature.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury, Executive Director

Witness Signature

Date: _____

Witness Printed Name

CFRPC Attorney

DESOTO COUNTY,
a political subdivision of the State of Florida

ATTEST: Mandy Hines as Clerk to the Board

Steve Hickox, Chairman

Mandy Hines

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

ATTACHMENT A SCOPE OF WORK

BACKGROUND

Sections 403.7225 and 403.7234, Florida Statutes (F.S.) establish the Local Hazardous Waste Assessments and the Small Quantity Generator Notification and Verification Program. A small quantity generator is defined in the Code of Federal Regulations (40 CFR Part 260.10) as a generator that produces less than 1,000 kilograms (or approximately 2,200 pounds) of hazardous waste in any calendar month. The Florida Department of Environmental Protection (FDEP) adopts hazardous waste regulations from the CFR in Chapter 62-730, Florida Administrative Code (F.A.C.)

The purposes of the Assessment, Notification and Verification Program are:

- To inform potential small quantity generators of their legal responsibilities regarding management of hazardous waste; and
- To obtain information from the generator concerning the quantity and types of hazardous waste generated annually and the practices used to manage those wastes.

TASK WORK

The CFRPC shall verify the hazardous waste management practices of all potential and known Small Quantity Generators in the County. New potential generators of hazardous waste could be identified by different methods. These include, but not limited to:

- Actual visual identification during verification activities in the County;
- Lists of potential generators of hazardous waste as provided by the Florida Department of Environmental Protection (FDEP); and/or
- Other appropriate sources.

The CFRPC will verify onsite inspections, and the waste management practices of approximately twenty percent (20%) of the facilities identified on the assessment roll for the County maintained by the Florida Department of Environmental Protection. During the inspections the following information will be verified including but not limited to product container usage and disposal, the presence of apparent contamination, and improper storage and disposal of hazardous materials. Record keeping may be checked to see if it meets the requirements of law. Verification information is required to be submitted to the FDEP annually by June 30.

At the time of inspection, if CFRPC staff identifies the facility is not in compliance with the law, staff will refrain from further insistence of compliance activities and forward a non-compliant report to the County for further action to be taken by the County through their Code Enforcement (or other identified) process and/or to have the County coordinate with the local municipality if the facility is within their jurisdiction. If needed, the County will coordinate with the FDEP staff to conduct a site visit to the facility. CFRPC will provide support and guidance to the County and/or City to assist them with the non-compliant reporting process as needed.

DELIVERABLES

Submission to FDEP:

- The CFRPC will provide the updated data on small quantity generators to the FDEP in an approved format by FDEP, no later than June 30 each year of this contract.
- The CFRPC will provide a copy of the submission to FDEP upon completion of the work.

Submission to the County:

- The CFRPC will provide the updated facility assessment findings pulled from FDEP's portal.
- The CFRPC will also provide a letter to explain the work completed within the fiscal year.
- The CFRPC will provide an email at the conclusion of the annual inspections to include the invoice for the work completed, letter of work completed, and the updated facility assessments.